

FACILITY USAGE AGREEMENT – MODIFICATION #1

This Facility Use Agreement executed by and between Macon-Bibb County, a political subdivision of the State of Georgia, (“Owner”) and Donald J. Trump for President, Inc. (“User”) (collectively, “Parties,” or individually, “Party”) on October 29, 2018, (“October 29th Agreement”) is hereby modified as follows:

1. AUTHORIZED USE

In addition to the Premises described in the October 29th Agreement, User shall be entitled to use the south hangar of the former Bombardier building for the same time periods, and under the same conditions as described in the October 29th Agreement for the use of the north hangar of the former Bombardier building. All terms and conditions provided in the October 29th Agreement shall apply with equal force as to the use of the south hangar of the former Bombardier building, as stated in this Modification # 1 to the October 29th Agreement. The entire property known as the former Bombardier building shall be collectively described herein as the “Premises.”

2. USAGE FEE

User agrees to pay Owner an additional usage fee in the sum of three thousand dollars (\$3,000.00), in advance, which Owner represents constitutes fair market value of the use of the additional space provided in this Modification # 1 to the October 29th Agreement. This additional fee, together with the fee of three thousand dollars (\$3,000.00) paid under the October 29th Agreement, shall include access to the basic utilities of the Premises, costs associated with moving incidentals within the Premises to prepare areas for the Event, and all costs associated with operating the Premises during the Access Period.

Notwithstanding the foregoing, Owner acknowledges that User is the authorized campaign committee of the President of the United States of America, and that the User therefore may be forced to cancel or postpone the Event at any time, upon prompt notice to Owner, due to the President’s obligations in relation to a pending or occurred national emergency or crisis (including natural disasters) beyond the control of User. In such case, User’s cancellation will not be deemed a breach of this Agreement, and no obligation, performance, or payment contemplated under this agreement will be owed by either Party and any payments shall be reimbursed to User. User, however, shall reimburse Owner for any costs incurred by Owner in connection with the Event as of the cancellation date.

3. INSURANCE

User shall provide an updated Certificate of Insurance to specify that the same coverages required under the October 29th Agreement are made available as to the entire Premises, as described in this Modification # 1 to the October 29th Agreement.

4. COUNTERPARTS

This Agreement may be executed in separate counterparts, including in counterparts where one Party’s original signature is reproduced by digital, electronic, facsimile, or other means. The

Agreement shall be fully executed when each Party whose signature is required has signed at least one counterpart, even though not one counterpart contains all of the original signatures of all the Parties to this Agreement. Any reproduction of an original signature on this Agreement, including by facsimile, digital, photocopy, or other means, shall have the same force and effect as an original signature.

* * *

Authorized representatives of the Parties have caused this Agreement to be executed by signing below.

For Owner:

By:

Robert A. B. Reichert

Printed Name:

Robert A. B. Reichert

Title:

Mayor

Date:

Nov. 2, 2018

For Donald J. Trump for President, Inc.:

By:

DocuSigned by:
Bradley J. Crate
03442469A862463...

Printed Name:

Bradley Crate

Title:

Treasurer

Date:

November 2, 2018 | 7:02 PM EDT